

CLOSED, EGT

**U.S. District Court  
Southern District of Florida (Miami)  
CIVIL DOCKET FOR CASE #: 1:10-cv-24387-FAM**

Barbachano Herrero v. Standard Chartered Bank  
International (Americas) Limited  
Assigned to: Chief Judge Federico A. Moreno  
Cause: 28:1391 Personal Injury

Date Filed: 12/09/2010  
Date Terminated: 01/31/2011  
Jury Demand: Plaintiff  
Nature of Suit: 370 Fraud or Truth-In-  
Lending  
Jurisdiction: Federal Question

**Plaintiff**

**Joaquina Teresa Barbachano  
Herrero**

represented by **Harold Eugene Lindsey , III**  
Katz Barron Squitero Faust  
2699 South Bayshore Drive  
7th Floor  
Miami, FL 33133-5408  
305-856-2400  
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Email: hel@katzbarron.com  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Standard Chartered Bank  
International (Americas) Limited**

represented by **Ricardo A. Gonzalez**  
Greenberg Traurig  
333 Avenue of the Americas  
Miami, FL 33131-3238  
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Email: gonzalezr@gtlaw.com  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Standard Chartered PLC**

Date Filed	#	Docket Text
12/09/2010	<a href="#"><u>1</u></a>	COMPLAINT <i>AND JURY DEMAND</i> against Standard Chartered Bank International (Americas) Limited. Filing fee \$ 350.00. IFP Filed, filed by Joaquina Teresa Barbachano Herrero. (Attachments: # <a href="#"><u>1</u></a> Civil Cover Sheet, # <a href="#"><u>2</u></a> Summon(s), # <a href="#"><u>3</u></a> Summon(s))(Lindsey, Harold) (Entered: 12/09/2010)
12/09/2010	2	Judge Assignment RE: Electronic Complaint to Chief Judge Federico A.

		Moreno (lh) (Entered: 12/09/2010)
12/09/2010	3	Clerks Notice to Filer re: Electronic Case - Incorrect case opening information. The Filer incorrectly selected <i>Cause of Action</i> when filing. The correction was made. It is not necessary to re-file this document. (lh) (Entered: 12/09/2010)
12/09/2010	4	Clerks Notice to Filer re: Electronic Case - Filing fee not paid. Filer is instructed to file a Notice of Compliance of Filing Fee, and electronically pay the correct fee of \$350.00 or IFP Motion within 3 hours of this notice. (lh) (Entered: 12/09/2010)
12/09/2010		Notice of Compliance of Filing Fee \$350.00, receipt number 113C-3367362 re 4 Clerks Notice to Filer re: Electronic Case (Lindsey, Harold) (Entered: 12/09/2010)
12/10/2010	<a href="#">5</a>	Summons Issued as to Standard Chartered Bank International (Americas) Limited, Standard Chartered PLC. (lh) (Entered: 12/10/2010)
01/04/2011	<a href="#">6</a>	SUMMONS (Affidavit) Returned Executed by Joaquina Teresa Barbachano Herrero. Standard Chartered Bank International (Americas) Limited served on 12/10/2010, answer due 12/31/2010. (Lindsey, Harold) (Entered: 01/04/2011)
01/13/2011	<a href="#">7</a>	MOTION for Clerks Entry of Default as to Standard Chartered Bank International (Americas) Limited by Joaquina Teresa Barbachano Herrero. (Attachments: # <a href="#">1</a> Exhibit A (verified Return of Service), # <a href="#">2</a> Text of Proposed Order (Exhibit B))(Lindsey, Harold) (Entered: 01/13/2011)
01/13/2011	<a href="#">8</a>	ORDER by Clerk of Entry of Default re <a href="#">7</a> Motion for Clerks Entry of Default as to Standard Chartered Bank International (Americas) Limited. Signed by DEPUTY CLERK on 1/13/2011. (lh) (Entered: 01/13/2011)
01/20/2011	<a href="#">9</a>	Unopposed MOTION to Set Aside Default <i>Entered By Clerk</i> , Unopposed MOTION for Extension of Time to File Answer RE: Complaints re <a href="#">1</a> Complaint, by Standard Chartered Bank International (Americas) Limited. (Attachments: # <a href="#">1</a> Text of Proposed Order Proposed Order)(Gonzalez, Ricardo) (Entered: 01/20/2011)
01/24/2011	10	ENDORSED ORDER granting <a href="#">9</a> Motion to Set Aside Default; granting <a href="#">9</a> Motion for Extension of Time to Answer Standard Chartered Bank International (Americas) Limited response due 2/8/2011. Signed by Chief Judge Federico A. Moreno on 1/24/2011.(mmd) [This is a paperless order]. (Entered: 01/24/2011)
01/26/2011	<a href="#">11</a>	NOTICE by Standard Chartered Bank International (Americas) Limited, Standard Chartered PLC of <i>Filing Notice of Potential Tag Along Action</i> (Attachments: # <a href="#">1</a> Exhibit Composite A)(Gonzalez, Ricardo) (Entered: 01/26/2011)
01/27/2011	<a href="#">12</a>	ORDER GRANTING DEFENDANT'S UNOPPOSED MOTION TO SET ASIDE CLERK'S DEFAULT. Signed by Chief Judge Federico A. Moreno on 1/26/2011. (mmd) (Entered: 01/27/2011)
01/31/2011	<a href="#">13</a>	ORDER CLOSING CASE FOR STATISTICAL PURPOSES and PLACING MATTER IN A CIVIL SUSPENSE FILE. Signed by Chief Judge Federico A.

		Moreno on 1/31/2011.(mmd) (Entered: 01/31/2011)
03/11/2011	<a href="#">14</a>	MOTION To Restore Case to the Active Docket by Joaquina Teresa Barbachano Herrero. (Attachments: # <a href="#">1</a> Text of Proposed Order)(Lindsey, Harold) (Entered: 03/11/2011)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
03/14/2011 15:24:37			
<b>PACER Login:</b>	sc0008	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	1:10-cv-24387-FAM
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.16

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

Case No.

JOAQUINA TERESA BARBACHANO HERRERO,

Plaintiff,

**COMPLAINT  
AND JURY DEMAND**

vs.

STANDARD CHARTERED BANK  
INTERNATIONAL (AMERICAS) LIMITED  
and STANDARD CHARTERED PLC,

Defendants.

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Plaintiff, JOAQUINA TERESA BARBACHANO HERRERO (“Barbachano”), sues Defendants, STANDARD CHARTERED BANK INTERNATIONAL (AMERICAS) LIMITED and STANDARD CHARTERED PLC (collectively “Standard Chartered” or “Defendants”), and alleges as follows:

**NATURE OF THE ACTION, THE PARTIES, JURISDICTION AND VENUE**

1. This is an action for violation of state securities laws, breach of fiduciary duty, negligence and gross negligence. It arises from fraudulent and/or negligent investment advice and recommendations rendered by the Defendants and/or their predecessors in interest to Barbachano, which caused her assets to be invested in unsuitable securities that exposed those assets to substantial risk and, ultimately, million dollar losses, and which further caused other of Barbachano’s assets to be invested (and lost) in the massive Ponzi scheme perpetrated by Bernard Madoff.

2. Barbachano is a resident and citizen of Mexico. In 1997, she became a client of American Express Bank, Ltd. and its subsidiary, American Express Bank International (collectively "AEBI"), in Miami, Florida, the predecessors of the Defendants. AEBI provided financial and investment advice to Barbachano, assigning its employee, Jennifer Sierra, as Barbachano's "Relationship Manager." As a result, and continuing thereafter, Barbachano reposed her trust and confidence in AEBI and Sierra, which AEBI and Sierra accepted, entering in to a fiduciary relationship with Barbachano. Indeed, AEBI, by and through Sierra, eventually managed all aspects of Barbachano's personal finances and investments.

3. Defendant Standard Chartered PLC is organized and existing under the laws of the United Kingdom, with a place of business at 1 Aldermanbury Square, London, EC2V 75B, United Kingdom, and is the parent corporation of Defendant Standard Chartered Bank International (Americas) Limited, by and through its wholly owned subsidiaries, Standard Chartered Holdings Ltd. and Standard Chartered Americas.

4. Defendant Standard Chartered Bank International (Americas) Limited is a corporation organized under the laws of the United States and is authorized to do business in Florida with a place of business at 1111 Brickell Avenue, Miami, Florida 33131.

5. AEBI was an Edge Act corporation that offered traditional private banking services to individuals outside of the United States and was headquartered in Miami at all relevant times.

6. In or about February 2008, Defendant Standard Chartered Bank PLC acquired the American Express Bank, Ltd. and all of its subsidiary companies and affiliated companies, including American Express Bank International, changing its name to Standard Chartered Bank International (Americas) Limited..

7. This Court has jurisdiction pursuant to the Edge Act of 1913 (12 U.S.C. § 632).

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims alleged herein occurred in Miami, Florida.

### **FACTUAL ALLEGATIONS**

9. In 1994, Barbachano inherited approximately \$6 million following the death of her father.

10. When Barbachano became a client of AEBI in 1997, she told Sierra that she had no knowledge of finances and investments and that her goal was to preserve her inheritance while making a modest return. In that regard, Barbachano repeatedly advised Sierra that she (Sierra) should treat Barbachano like a widow when making investment recommendations and not to gamble with her assets.

11. Sierra advised Barbachano that her investment risk factor was considered “moderate conservative” and that her overall investment position would be conservative, but when the market presented an opportunity Sierra would take some small risks.

12. Also, Sierra recommended that Barbachano place a substantial part of her assets in a trust, which was subsequently created in the Cayman Islands, with AMEX International Trust (Cayman) Ltd., an affiliate of AEBI, acting as “Trustee,” and, later, with Standard Chartered Trust (Cayman) Ltd., an affiliate of the Defendants, acting as “Trustee.” The trust was initially named “Las Trojes,” and, later, re-named “Los Camotes,” with the assets transferred into the trust by Barbachano being held by the Trustee through two companies, Fardoll Co. Ltd. and Vegadeo Co. Ltd. Barbachano was the grantor and beneficiary of the assets held by the trust

through the companies. Because of the affiliated relationship between the Trustee and the Defendants, it would be futile to demand that the Trustee bring suit against the Defendants.

13. Throughout their relationship, AEBI and, later, Standard Chartered, by and through Sierra, made all investment decisions for Barbachano. In particular, Sierra would tout an investment to Barbachano, repeatedly advising Barbachano that the investments she recommended were not risky and that the “bank” reviewed in detail all the investments that she (Sierra) recommended. Sierra would also show investment documents to Barbachano but would not necessarily leave them for Barbachano to review because, as Sierra said, she “would not understand them.”

14. In addition, Sierra became involved in all aspects of Barbachano’s finances. She managed withdrawals and deposits for Barbachano, caused the payment of bills for Barbachano’s Florida residence and credit cards, and ensured the payment of taxes. Sierra also befriended Barbachano, often meeting her for dinner and taking a vacation with her to Key West. When Barbachano decided to sell her Florida residence, Sierra caused her (Sierra’s) husband to act as Barbachano’s broker, thus obtaining a commission from the sale.

15. In 2004, Sierra caused Barbachano to invest \$300,000.00 in Fairfield Sentry Limited Fund (“Fairfield”), a feeder fund for Madoff’s Ponzi scheme. Also, in 2005, Barbachano invested another \$100,000.00 in Fairfield. And, in 2006, Sierra caused Barbachano to invest an additional \$400,000.00 in Fairfield.

16. Sierra touted the investment in Fairfield as a “risk reducer” for Barbachano’s investment portfolio. She said that Fairfield had “no volatility,” provided a six to seven percent annual return, and was a safe, conservative investment. Sierra did not, however, advise Barbachano that Fairfield was a feeder fund for Madoff.

17. In late 2007, Sierra and John Dutkowski met with Barbachano. (Dutkowski, upon information and belief, was also a representative of AEBI and, later, Standard Chartered, as well as a brokerage firm affiliated with the Defendants.) Sierra and Dutkowski recommended that Barbachano reallocate her assets based on then-existing market conditions, while maintaining her position with Fairfield. They advised that they would diversify her portfolio to minimize any risk, that they would maintain an investment risk factor of “moderate conservative” for Barbachano’s assets, and that she should expect earnings of six to eight percent for 2008. When Barbachano asked what her losses could be, Sierra and Dutkowski advised that in the worst of cases she could suffer losses of ten to twelve percent.

18. In 2008, Barbachano advised Sierra that she wanted to withdraw substantial assets from the investments managed by the Defendants in order to purchase property in Mexico. Sierra actively discouraged Barbachano from doing so and, instead, persuaded Barbachano to obtain a multi-million dollar loan from Standard Chartered. Barbachano was reluctant to go forward with the loan and sought further assurances from Sierra that her investments were not at risk, which Sierra assured her they were not, again stating that the bank reviewed all the investments that Sierra recommended.

19. In 2008-09, Barbachano suffered losses of approximately forty-three (43) percent in her portfolio, including all \$800,000 invested in Fairfield when Madoff’s Ponzi scheme was revealed on December 11, 2008.

20. In or about August 2009, Sierra left the employ of Standard Chartered. Also, in or about August 2009, Sierra advised Barbachano that she should sue the bank because her assets had been mismanaged. Sierra further stated that she did not obtain written authorization from



Barbachano for many of the investments made and sold by the Defendants on her behalf, as she was required to obtain, and had failed to make changes to the trust, as Barbachano had requested.

21. In or about October 2009, Standard Chartered, by and through its representative, Jose del Vecchio, contacted Barbachano. He also advised Barbachano that her portfolio had been mismanaged and that rather than having investments in the “moderate conservative” range, many of her assets had actually been placed in high-risk investments in the “aggressive” range. Del Vecchio recommended a new allocation of Barbachano’s remaining assets.

22. Thereafter, del Vecchio attempted to have Barbachano execute documents releasing the bank from liability for her losses. The Defendants also demanded that Barbachano repay in full the loan before releasing her assets.

23. In or about April 2010, Barbachano closed her accounts with Standard Chartered.

## **COUNT I**

### **INVESTMENT FRAUD – VIOLATION OF FLORIDA STAT. §§ 517.301 & 517.211(2) (AGAINST ALL DEFENDANTS)**

24. Plaintiff, Joaquina Teresa Barbachano Herrero, realleges paragraphs 1-23 as if fully set forth herein.

25. This is an action against the Defendants for violations of the anti-fraud provisions of section 517.301 of the Florida Statutes, which seeks recovery pursuant to section 517.211(2) of the Florida Statutes.

26. Section 517.301 provides in relevant part that:

It is unlawful and a violation of the provisions of [Chapter 517] for a person:

(a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment . . . , directly or indirectly:

1. To employ any device, scheme, or artifice to defraud;

2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or

3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person.

27. Defendants rendered investment advice to Barbachano and did so in connection with her purchase of Fairfield securities. In addition, Defendants rendered investment advice to Barbachano in connection with the other investment recommendations made to her.

28. In so doing, Defendants employed a device, scheme, or artifice to defraud; Defendants obtained money or property by means of untrue statements of a material fact and/or failure to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and/or Defendants engaged in a transaction, practice, or course of business which operated or would operate as a fraud or deceit upon Barbachano.

29. In particular, Defendants recommended and caused Barbachano to make investments unsuited to her investment objectives and risk allocation, recommended and caused Barbachano to obtain a multi-million dollar loan from the Defendants rather than liquidating part of her investments, and often made investment decisions without obtaining Barbachano's written authorization. The Defendants knew or should have known that the investments were unsuitable for Barbachano; the Defendants recommended the investments to Barbachano notwithstanding the unsuitability thereof and her lack of investment sophistication; and the Defendants, fraudulently and/or negligently, made material misrepresentations of material facts and failed to disclose material information relating to the suitability of the investments that they recommended.

30. Moreover, Defendants failed to conduct adequate due diligence in connection with their recommendation that Barbachano purchase Fairfield securities, while fraudulently and/or negligently representing to Barbachano that they had reviewed in detail all the investments recommended to her, and while fraudulently and/or negligently touting the investment in Fairfield as a “risk reducer” for Barbachano’s investment portfolio and fraudulently and/or negligently representing that Fairfield had “no volatility,” would provide a six to seven percent annual return, and was a safe, conservative investment.

31. Barbachano justifiably relied upon Defendants’ misrepresentations and omissions, following their investment recommendations and decisions.

32. Barbachano has suffered substantial damages as a result of Defendants’ material omissions and false and negligent misrepresentations of material facts.

33. Likewise, Barbachano has suffered substantial damages as a result of Defendants’ failure to take reasonable steps to substantiate the investment recommendations made to her, which recommendations caused and induced her investment losses.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, prejudgment interest, attorneys’ fees pursuant to Section 517.211(6) of the Florida Statutes and costs, and for such other relief as the Court deems just and proper.

## **COUNT II**

### **BREACH OF FIDUCIARY DUTY (AGAINST ALL DEFENDANTS)**

34. Plaintiff, Joaquina Teresa Barbachano Herrero, realleges paragraphs 1-33 as if fully set forth herein.

35. This is an action against the Defendants for breach of fiduciary duty.

36. Defendants entered into and had a fiduciary relationship with Barbachano, and Defendants and Barbachano shared a relationship whereby Barbachano reposed her trust and confidence in Defendants regarding their investment recommendations and decisions. In particular, Defendants rendered investment advice to Barabachano and directed her investments.

37. As such, Defendants owed Barabachano fiduciary duties of loyalty and care, including duties to make suitable investment recommendations and decisions only after conducting reasonable due diligence, researching potential investments, and disclosing all material facts, including the risks involved in any investment. Defendants further owed Barbachano a fiduciary duty not to make material misrepresentations of fact or to omit material facts.

38. Further, Defendants owed Barbachano a fiduciary duty to render investment advice suitable to her, taking into consideration Barbachano's investment objections, risk tolerance, and asset allocation.

39. Defendants breached the fiduciary duties that they owed to Barbachano by failing to conduct reasonable due diligence, disclose material facts, and adequately research and/or disclose the risks involved in Fairfield, which investment Defendants fraudulently and/or negligently touted as a "risk reducer" for Barabachano's investment portfolio and fraudulently and/or negligently represented as having "no volatility," as providing a six to seven percent annual return, and as a safe, conservative investment.

40. In addition, Defendants breached the fiduciary duties that they owed to Barbachano by causing her to make investments unsuited to her investment objections and risk allocation, by causing Barbachano to obtain a multi-million dollar loan from the Defendants rather than liquidating part of her investments, and by often making investment decisions without

obtaining Barbachano's written authorization. The Defendants knew or should have known the investments were unsuitable for Barbachano; the Defendants recommended investments to Barbachano notwithstanding the unsuitability thereof and her lack of investment sophistication; and the Defendants fraudulently and/or negligently made material misrepresentations and failed to disclose material information relating to the suitability of the investments.

41. As her fiduciaries, Barbachano justifiably relied upon Defendants' investment advice, expertise, and skill and she suffered substantial damages as a result.

42. Likewise, Barbachano has suffered substantial damages as a result of Defendants' failure to take reasonable steps to substantiate the investment recommendations made to her, which recommendations caused and induced her investment losses.

43. Defendants' breach of fiduciary duty constitutes intentional misconduct or gross negligence, as those terms are defined in section 768.72, Fla. Stat. Accordingly, Barbachano reserves the right to amend the Complaint to seek punitive damages.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, costs, prejudgment interest, and for such other relief as the Court deems just and proper.

### **COUNT III**

#### **NEGLIGENCE (AGAINST ALL DEFENDANTS)**

44. Plaintiff, Joaquina Teresa Barbachano Herrero, realleges paragraphs 1-43 as if fully set forth herein.

45. This is an action against the Defendants for negligence.

46. Defendants acted as investment advisors for Barbachano and, accordingly, owed her duties of care to make suitable investment recommendations and decisions only after

conducting reasonable due diligence, researching potential investments, and disclosing all material facts, including the risks involved in any investment. Defendants further owed Barbachano a duty not to make material misrepresentations of fact or to omit material facts

47. Defendants breached the duties that they owed Barbachano by negligently failing to conduct reasonable due diligence, disclose material facts, and adequately research and/or disclose the risks involved in Fairfield, which investment Defendants negligently touted as a “risk reducer” for Barbachano’s investment portfolio and negligently represented as having “no volatility,” as providing a six to seven percent annual return, and as a safe, conservative investment.

48. In addition, Defendants breached the duties that they owed to Barbachano by causing her to make investments unsuited to her investment objections and risk allocation, by causing Barbachano to obtain a multi-million dollar loan from the Defendants rather than liquidating part of her investments, and by often making investment decisions without obtaining Barbachano’s written authorization. The Defendants knew or should have known the investments were unsuitable for Barbachano; the Defendants recommended investments to Barbachano notwithstanding the unsuitability thereof and her lack of investment sophistication; and the Defendants negligently made material misrepresentations and failed to disclose material information relating to the suitability of the investments.

49. Barbachano justifiably relied upon Defendants’ investment advice, expertise, and skill and she suffered substantial damages as a result.

50. Likewise, Barbachano has suffered substantial damages as a result of Defendants’ failure to take reasonable steps to substantiate the investment recommendations made to her, which recommendations caused and induced her investment losses.

51. As a direct and proximate result of Defendants' negligence, Barbachano has suffered damages.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, costs, prejudgment interest, and for such other relief as the Court deems just and proper.

#### **COUNT IV**

##### **GROSS NEGLIGENCE (AGAINST ALL DEFENDANTS)**

52. Plaintiff, Joaquina Teresa Barbachano Herrero, realleges paragraphs 1-51 as if fully set forth herein.

53. This is an action against the Defendants for gross negligence.

54. Defendants acted as investment advisors for Barbachano and, accordingly, owed her duties of care to make suitable investment recommendations and decisions only after conducting reasonable due diligence, researching potential investments, and disclosing all material facts, including the risks involved in any investment. Defendants further owed Barbachano a duty not to make material misrepresentations of fact or to omit material facts

55. Defendants breached the duties that they owed Barbachano by negligently failing to conduct reasonable due diligence, disclose material facts, and adequately research and/or disclose the risks involved in Fairfield, which investment Defendants negligently touted as a "risk reducer" for Barbachano's investment portfolio and negligently represented as having "no volatility," as providing a six to seven percent annual return, and as a safe, conservative investment.

56. In addition, Defendants breached the duties that they owed to Barbachano by causing her to make investments unsuited to her investment objections and risk allocation, by



causing Barbachano to obtain a multi-million dollar loan from the Defendants rather than liquidating part of her investments, and by often making investment decisions without obtaining Barbachano's written authorization. The Defendants knew or should have known the investments were unsuitable for Barbachano; the Defendants recommended investments to Barbachano notwithstanding the unsuitability thereof and her lack of investment sophistication; and the Defendants negligently made material misrepresentations and failed to disclose material information relating to the suitability of the investments.

57. Barbachano justifiably relied upon Defendants' investment advice, expertise, and skill and she suffered substantial damages as a result.

58. Likewise, Barbachano has suffered substantial damages as a result of Defendants' failure to take reasonable steps to substantiate the investment recommendations made to her, which recommendations caused and induced her investment losses.

59. Defendants' conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of Barbachano.

60. As a direct and proximate result of Defendants' negligence, Barbachano has suffered damages.

61. Defendants' conduct constitutes gross negligence, as defined in section 768.72, Fla. Stat. Accordingly, Barbachano reserves the right to amend the Complaint to seek punitive damages.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, costs, prejudgment interest, and for such other relief as the Court deems just and proper.



**PLAINTIFF'S DEMAND FOR JURY TRIAL**

62. Plaintiff demands a trial by jury on all issues so triable of right by a jury.

Dated: December 9, 2010

Respectfully submitted,



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JS 44 (Rev. 2/08)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.****I. (a) PLAINTIFFS**

Joaquina Teresa Barbachano Herrero

(b) County of Residence of First Listed Plaintiff Mexico  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

H.Eugene Lindsey, Esq., Katz Barron Squitero Faust  
2699 South Bayshore Drive, Seventh Floor, Miami, FL 33133  
Phone (305) 856-2444

**DEFENDANTS**Standard Chartered Bank International (Americas) Limited and  
Standard Chartered PLCCounty of Residence of First Listed Defendant United States  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT  
LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE  
HIGHLANDS**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

Edge Act

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. RELATED/RE-FILED CASE(S).**

(See instructions second page):

a) Re-filed Case ☐ YES ☒ NOb) Related Cases ☐ YES ☒ NO

JUDGE

DOCKET NUMBER

**VII. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

State securities and common law claims

LENGTH OF TRIAL via 3-5 days estimated (for both sides to try entire case)**VIII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

Excess of \$1 Million

JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE &amp; CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

December 9, 2010

FOR OFFICE USE ONLY

AMOUNT

RECEIPT #

IFP

AO 440 (Rev. 12/09) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JOAQUINA TERESA BARBACHANO HERRERO

*Plaintiff*

v.

STANDARD CHARTERED BANK INTERNATIONAL  
(AMERICAS)LIMITED et Al.

*Defendant*

Civil Action No.

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* STANDARD CHARTERED BANK INTERNATIONAL (AMERICAS) LIMITED  
1111 Brickell Avenue  
Miami, FL 33131

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

H. Eugene Lindsey, Esq.  
Katz Barron Squitiero Faust  
2699 South Bayshore Drive, Seventh Floor  
Miami, FL 33133  
Phone: (305) 856-2444

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 12/09/2010

*Signature of Clerk or Deputy Clerk*

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JOAQUINA TERESA BARBACHANO HERRERO

*Plaintiff*

v.

STANDARD CHARTERED BANK INTERNATIONAL  
(AMERICAS) LIMITED et Al.

*Defendant*

Civil Action No.

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Miami, FL 33131

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\_\_\_\_\_, a person of suitable age and discretion who resides there,  
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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: